

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE 1 of 6	
2. AMENDMENT/MODIFICATION NO. Amendment 01		3. EFFECTIVE DATE 26 June, 2012		4. REQUISITION/PURCHASE NO. 4200435021		5. PROJECT NO. (If applicable) PCN 96968.3	
6. ISSUED BY JOHN F. KENNEDY SPACE CENTER, NASA PROCUREMENT OFFICE, CODE: OP-CS-A/Lester S. Howard KENNEDY SPACE CENTER, FL 32899				7. ADMINISTERED BY (If other than Item 6) JOHN F. KENNEDY SPACE CENTER, NASA PROCUREMENT OFFICE, CODE: OP-CS-B KENNEDY SPACE CENTER, FL 32899			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)				<input checked="" type="checkbox"/>			
				9A. AMENDMENT OF SOLICITATION NO. NNK12435021R			
				9B. DATED (SEE ITEM 11) 05/25/2012			
				<input type="checkbox"/>			
CODE				KRED CODE			
				10B. DATED (SEE ITEM 13)			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. <b>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.</b> If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A							
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
<input type="checkbox"/>	A	THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
<input type="checkbox"/>	B	THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
<input type="checkbox"/>	C	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
<input type="checkbox"/>	D	OTHER (Specify type of modification and authority)					
<b>E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return <u>  </u> copies to the issuing office.</b>							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  See Attached Pages.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lester S. Howard			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)			

**A.** Section C – DESCRIPTION/SPECIFICATION/WORK STATEMENT; DELETE duplicate paragraphs C.2(d) and (e).

**B.** Section F.4 – Replace existing paragraph with the following; For the purposes of this contract, the Contractor shall allow in his bid for a maximum of 20 days during which all construction activities will be prohibited. In addition the Contractor shall allow for a maximum of 30 days during which all excavation and other subsurface activities will be prohibited but other construction activities will be allowed. The Government will provide twenty four hours notice each time these restrictions are invoked.

**C.** Section H – SPECIAL CONTRACT REQUIREMENTS; ADD the following clause; H.6 NFS 1852.227-71 RESTRICTIONS ON FUNDING ACTIVITY WITH CHINA

(a) Definition - "China" or "Chinese-owned company" means the People's Republic of China, any company owned by the People's Republic of China or any company incorporated under the laws of the People's Republic of China.

(b) Public Laws 112-10, Section 1340(a) and 112-55, Section 539, restrict NASA from contracting to participate, collaborate, coordinate bilaterally in any way with China or a Chinese-owned company using funds appropriated on or after April 25, 2011. Contracts for commercial and non developmental items are exempted from the prohibition because they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.

(c) This contract may use restricted funding that was appropriated on or after April 25, 2011. The contractor shall not contract with China or Chinese-owned companies for any effort related to this contract except for acquisition of commercial and non-developmental items. If the contractor anticipates making an award to China or Chinese-owned companies, the contractor must contact the contracting officer to determine if funding on this contract can be used for that purpose.

(d) Subcontracts - The contractor shall include the substance of this clause in all subcontracts made hereunder.

**(End of clause)**

**D.** Section I – CONTRACT CLAUSES; DELETE Clause FAR 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)

**E.** Section K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS; paragraph K.1(a)(2), change \$35.5 million to read; \$33.5 million.

**F.** Section L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS; NFS 1852.223-73 SAFETY AND HEALTH PLAN (NOV 2004) (MODIFIED), DELETE paragraph (b) as it is a duplicate of paragraph (a). Paragraph (c) will now be paragraph (b) in sequence.

**G.** Section L.9 – paragraph (d)(2); change 'Appendix 5' to read 'Appendix 4'.

**H.** Section L-Instructions, Conditions, and Notices to Offerors or Respondents: The following questions received in response to subject solicitation and answers thereto are hereby provided:

**Below are contractor questions submitted and the government responses to them.**

**1. REFERENCE:** SF1442

**QUESTION:** Items 17 and 21 appear to be identical. What is the reason for the two Bid Schedules?

**ANSWER:** Block #17 of the SF1442 is where the offeror provides their proposal prices. Block #21 is where the government will indicate at time of contract award those items that will be purchased under any contract resulting from the solicitation.

**2. REFERENCE:** Attachment J

**QUESTION:** This section specifies that asbestos abatement subcontractors must be licensed in Florida. We understand that any subcontractors performing asbestos abatement must hold FL licenses. Must all other subcontractors also be licensed in Florida if the prime contractor is licensed in Florida?

**ANSWER:** Only subcontractors performing asbestos abatement must hold a FL license per Attachment J.

**3. REFERENCE:** C.2 Page 7 & 8

**QUESTION:** Paragraphs (d) and (e) are included twice, and the first section (e) includes a second, incomplete paragraph. Please clarify the intended paragraphs for Section C.2.

**ANSWER:** Duplication has been removed via this amendment.

**4. REFERENCE:** FAR 52.210-1

**QUESTION:** Market Research – To which items does this clause apply?

**ANSWER:** Per paragraph (b) of this clause; Before awarding subcontracts over the simplified acquisition threshold for items other than commercial items.

**5. REFERENCE:** FAR 52.215-21

**QUESTION:** This section seems to allow/require the cost portion of the proposal to be submitted via email. Please confirm.

**ANSWER:** This clause refers to modifications to a contract after award, not to the initial offer.

**6. REFERENCE:** FAR 52.219-6

**QUESTION:** Notice of Total Small Business Set-Aside – Our understanding is that this solicitation is advertised as full and open competition. Please confirm and remove the referenced FAR clause.

**ANSWER:** This is a full and open competition, the referenced clause has been deleted by this amendment.

**7. REFERENCE:** NFS 1852.219-76 NASA 8 Percent Goal and Section L.d(2) page 74

**QUESTION:** The small business subcontracting goals included in these two sections are not consistent. Please advise what the correct small business goals are.

**ANSWER:** NFS 1852.219-76 refers to NASA's overall Agency Wide Goal and is not to a specific solicitation. Section L.9(d)(2) is applicable to this specific solicitation.

**8. REFERENCE:** Section L.5, pages 65 and 66

**QUESTION:** The solicitation includes requirements for the Safety and Health Plan. Under this section, paragraphs (a) and (b) are the same. Please clarify.

**ANSWER:** Duplication has been removed by this amendment.

**9. REFERENCE:** Section L.9 (d) (2)

**QUESTION:** This section references Appendix 5. We assume that this is meant to say Appendix 4. Please confirm.

**ANSWER:** Reference has been corrected to read 'Appendix 4' by this amendment.

**10. REFERENCE:** Section M.1 (b), page 93

**QUESTION:** This is a technically acceptable, lowest price solicitation. What is the reason for multiple possible ratings for past performance confidence. Shouldn't this be a pass/fail decision?

**ANSWER:** FAR 15.101-2(b)(1) directs procedures for past performance ratings under a Low Price/Technically Acceptable solicitation. The confidence ratings as stated in the solicitation are appropriate. Per Section M.1.b(2)(b) 'To receive an "Acceptable" rating for past performance, the offeror must receive an overall Past Performance Rating of Very High, High, or Moderate.

**11. REFERENCE:** Section M.1 (b), page 94

**QUESTION:** The past performance ratings state that an Offeror without a record of performance will be given an neutral rating. Will a neutral rating be considered acceptable for the technically acceptable, lowest price solicitation?

**ANSWER:** In accordance with FAR 15.305; In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available the offeror may not be evaluated favorably or unfavorably on past performance.

**12. REFERENCE:** Section I – Contract Clauses FAR 52.248-3 and NFS 1852.243-71

**QUESTION:** Both FAR 52.248-3 and NFS 1852.243-71 are included; however the terms of these two clauses contradict. The FAR clause allows the Contractor to receive 55% of cost savings, and the NFS clause allows the contractor to receive no more than 50% of the cost savings. Please clarify.

**ANSWER:** The government does not acknowledge a contradiction between the two clauses as they are currently written.

**13. REFERENCE:** Drawings 79K38877 VOL 1, Sheet C-159, Detail 7

**QUESTION:** The detail references bollards at sample points. These are not permanent. Will these be required?

**ANSWER:** This detail is for permanently installed bacteriological sample points that are shown on the drawings in specific locations for future use by operations personnel and will require bollards per C-159 Detail 7. Contractor installed temporary sample points for use during construction do not require bollards.

**14. REFERENCE:** Drawings 79K38877 VOL 1, Sheet C-159, Detail 2

**QUESTION:** Is a concrete thrust block required at all connections? Can bell restraints be used as an alternate?

**ANSWER:** Refer to Volume 1, Drawing C-162, Detail 2, Restrained Joint Schedule, Note H. No, Bell restraints cannot be used as an alternate where a concrete thrust block is required.

**15. REFERENCE:** Drawings 79K38877 VOL 1, Sheet C-162, Detail 2

**QUESTION:** Please refer to Note G on Detail 2. Do we need to provide an Engineers Signed and Sealed statement of compliance with the restraint table? This is not Industry standard. Please clarify.

**ANSWER:** Yes, the Contractor needs to provide an Engineer's Signed and Sealed statement verifying that the restrained lengths in the table in Detail 2 are adequate for all soil types encountered in the project. If longer restraint lengths are required, the Engineer is to include these lengths in their statement.

**16. REFERENCE:** Drawings 79K38877 VOL 2, Sheets E14 and M12

**QUESTION:** Lift Station 1H is being demolished under another project. Is work associated with LS-1H still considered in the contract?

**ANSWER:** No. All work associated with LS-1H as shown in Drawings 79K38877 VOL 2 Sheets M12 and E14 and all other references to LS-1H are to be considered not in contract (NIC).

**17. REFERENCE:** Drawings 79K38877 VOL 1, Sheets C-19 thru C-21

**QUESTION:** These pages refer to award of Option 1. Since this is a Lump Sum bid how do we accommodate the construction of the 12" water main on these sheets. Where do we apply the costs? In Option 1 or Vol. 1 of 5? Please clarify.

**ANSWER:** Option 1 – Second Street Utilities work is outlined in section C.1 Scope of Work as: “Option 1 – Second Street Utilities – Specifications 79K38878 and 79K39059, Drawings 79K38877 VOL 1 (Sheets C19, C20, and C21), Drawings 79K38878 VOL 3 (Sheet C27), and Drawings 79K39058 (All Sheets)”. On Drawings 79K38877 VOL 1 Sheets C-19 and C-21 only the areas delineated inside of the “Option 1” dashed line are to be included as part of the option, work outside of this boundary and requirements of flag note A are to be included with the base bid for Volume 1.

**18. REFERENCE:** Section I; Page 30; NFS1852.219-75

**QUESTION:** This contract clause referenced Form SF 295; I have searched both Kennedy and NASA Forms and only find reference to it. Where can I find a copy of the actual form?

**ANSWER:** FAR 52.219-9 provides guidance on how to comply with small business subcontracting program reporting.

**19. REFERENCE:** Section I, Page 26 FAR 52.215-21 Requirements for Certified Cost or Pricing Data

**QUESTION:** Is this to be submitted with proposal for any item or subcontract in excess of \$700,000?

**ANSWER:** This clause pertains to contract modifications after award of a contract, not to the initial proposal or initial award of a contract under this solicitation.

**20. REFERENCE:** Section I, Page 30 NFS 1852.225-71

**QUESTION:** On Website <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm> Neither the link to MS Word or HTML format has this number; they both end with 1852.225-70. Where can I find the documentation for this Contract Clause?

**ANSWER:** Subject clause has been added in full text via this amendment.

**21. REFERENCE:** Section K, Page 50, (a) (2)

**QUESTION:** This shows NAICS code 237110 with Small Business Size Standard of \$35.5M; SBA still shows this Size Standard @ \$33.5M – Curious to know if that is a coming change to Size Standard?

**ANSWER:** The correct size standard is \$33.5 million and the reference in the solicitation has been corrected by this amendment.

**22. REFERENCE:** Vol. 2 of 5 page M-24 and M-25

**QUESTION:** Sheet M24 has identified a “Temporary Bypass Pumping Receiving Tank” at each of the two lift station sites, in addition to two “Temporary Bypass Pumping Connection Point(s)” at each lift station. This would seem to imply that wastewater is intended to be stored on the site in these receiving tanks while work is performed on the lift stations.

Sheet M25, Note D indicates, in part, “...Contractor is responsible for all disposal fees associated for waste to be hauled off site. Waste is not allowed to be disposed of or treated on site...”

A) Are the receiving tanks to be used to store wastewater?

B) Can wastewater be bypassed to another nearby lift station and pumped downstream?

C) Or, is the waste to be hauled and disposed off-site?

D) If the waste must be hauled off-site, what are the requirements for disposal and documentation?

**ANSWER:** The intent of the design is to remove the current holding tank from service to allow construction to take place. Temporary bypass pumping receiving tanks are shown on sheet M24 that the contractor can utilize if they choose to, before redirecting the flow stream to the existing transfer pumps.

**23. REFERENCE:** Vol. 4 of 5 page C-11, C-12, C-13, and C-20

**QUESTION:** The horizontal directional drill plans at the Banana River Draw Bridge and the Banana River Fixed Span Bridge call for the drilled conveyance to be 16” Ductile Iron Water Main. Performance of horizontal drilling with ductile iron pipe requires special flexible fittings, which in past experience, have frequently failed. Consequently we have been unable to find a reputable directional drilling subcontractor that is willing to quote the project as specified, their respective quotes including HDPE pipe in lieu of ductile iron.

Will the owner accept HDPE pipe (the standard in the industry, and most reliable) in lieu of ductile iron pipe for these areas of horizontal directional bores?

**ANSWER:** No, where ductile iron (DI) pipe is specified for horizontal directional drills (HDD), high density polyethylene (HDPE) pipe will not be permitted.